

GENERAL COUNSEL'S OPINION NUMBER 52-11 DATED 10 OCTOBER 1952

Advance rent forfeited by the destruction of premises is not reimbursable.

TO THE DEPUTY DIRECTOR (ADMINISTRATION)

1. A memorandum dated 29 September 1952 from Chief, EE, to DD/A seeks authorization to reimburse for double rental stated to have been paid by a staff employee overseas during February, 1952, due to the fact a residence upon which rent had been paid by him on 1 February 1952 burned down, necessitating a further payment of rental on 5 February 1952 for other quarters.
2. It is clear that the reimbursement sought would not be permissible under normal Government rules. It then may be asked if there are any special circumstances which would justify the use of unvouchered funds for such reimbursement.
3. The question of recovery of rental paid for the prospective occupancy of a residence which was not actually enjoyed because of destruction of the premises by fire is a private and personal matter for adjustment between the employee in question and his landlord, just as it would have been had he been assigned to permanent duty station in the United States without rental allowance. The fact that the unfortunate incident occurred on overseas duty, in connection with which a rental allowance was being paid, does not affect the basic consideration.
4. After careful consideration of the facts presented, we are of the opinion that the use of unvouchered funds for the reimbursement sought would constitute an improper use of the authority vested in CIA to expend funds without regard to any other provision of law and solely on the certificate of the Director.

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LAWRENCE R. HOUSTON
General Counsel

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